
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

INDUSTRIOUS SERVICE GROUP, INC.,

Plaintiff,

v.

HENRY F. TEICHMANN, INC.,

Defendant.

MEMORANDUM DECISION AND ORDER
DENYING MOTION TO ENFORCE
SETTLEMENT AGREEMENT

Case No. 2:23-cv-00389-JNP-JCB

District Judge Jill N. Parrish

Before the court is plaintiff Industrious Service Group, Inc.’s motion to enforce an unsigned settlement agreement. ECF No. 19. The motion is DENIED.

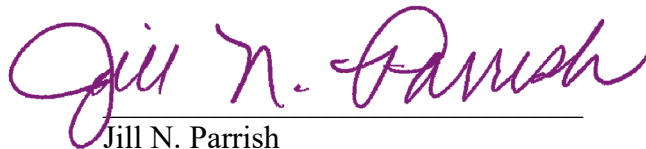
Industrious Service sued Henry F. Teichmann, Inc. Teichmann failed to answer the complaint, and on October 3, 2023, the court entered a default judgment against it in the amount of \$353,844.34. In April and May of 2024, counsel for Industrious Service and Teichmann negotiated regarding the terms of a proposed settlement agreement that would provide a payment plan for the judgment. But Teichmann never signed the agreement. On June 26, 2024, Industrious Service filed this motion to enforce the unsigned settlement agreement. It urges the court to order Teichmann to sign the agreement and to require Teichmann to abide by its terms.

The court lacks jurisdiction to consider this motion. “A trial court has the power to summarily enforce a settlement agreement entered into by the litigants while the litigation is pending before it.” *Shoels v. Klebold*, 375 F.3d 1054, 1060 (10th Cir. 2004) (citation omitted). But after entry of judgment, the court lacks jurisdiction to enforce a settlement agreement—particularly where the alleged settlement occurred after entry of judgment. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 380–81 (1994) (holding that federal district courts do not have

jurisdiction to enforce a settlement agreement after dismissal of the lawsuit pursuant to the terms of the agreement). If Industrious Services wishes to pursue its claim for enforcement of the unsigned agreement, it must file a separate action.

DATED December 3, 2024.

BY THE COURT



Jill N. Parrish
United States District Court Judge